

Appendix No:	WCS 76
Date:	5/1/08
Signature:	[Signature]

SECURITYHOLDERS AGREEMENT

THIS SECURITYHOLDERS AGREEMENT (the "Agreement") is entered into as of this 25th day of July, 2000 by and among West Indian Space N.V., a company with limited liability validly existing under the laws of the Netherlands Antilles (individually and together with its predecessor, successors and assigns, the "Company"), Imaging Holdings I, L.P., a Delaware limited partnership ("Holdings I"), Imaging Holdings Related, L.P., a Delaware limited partnership ("Holdings Related"), Imaging Holdings II, L.P., a Delaware limited partnership ("Holdings II" and collectively with Holdings I and Holdings Related, "Holdings"), each party that executes a Co-Investor Joinder Agreement in the form annexed hereto as Exhibit A (each a "Co-Investor"), Israel Aircraft Industries, Ltd., an Israeli corporation ("IAI"), Core Software Technology, Inc., a California Corporation ("Core"), Electro Optics Industries Ltd., an Israeli Corporation ("ELOP"), WIS Partners, L.P., a Bermuda limited partnership ("WISP"), Financiere Bagatelle, S.A., a societe anonyme organized under the laws of France ("F.B."), Merrill, Lynch, Pierce, Fenner & Smith Incorporated ("ML"), U.S. Bancorp Libra, a division of U.S. Bancorp Investments, Inc. ("Libra") and Loyd's Invest (Aerospace) Limited ("Loyd's" and collectively with WISP, F.B., ML and Libra, the "Financial Investors") (other than the Company, each, individually and together with each of their respective successors and assigns, a "Securityholder").

WHEREAS, pursuant to an Amended and Restated Note Purchase Agreement, dated as of July 20, 2000, among Holdings I, Holdings Related, Holdings II, the Co-Investors made parties thereto and the Company and other related agreements, Holdings and the Co-Investors own or have the right to purchase up to \$71 million principal amount of 12% senior convertible secured notes of the Company, which Notes are convertible into shares of Series C Preferred Stock of the Company, which are in turn convertible into shares of Common Stock of the Company;

WHEREAS, IAI owns shares, and warrants to purchase shares, of Common Stock of the Company, par value \$0.01 per share, shares, and warrants to purchase shares, of Series A Preferred Stock of the Company, par value \$0.01 per share and shares of Series B Preferred Stock of the Company, par value \$0.01 per share; Core owns shares, and warrants to purchase shares, of Common Stock of the Company; ELOP owns shares, and warrants to purchase shares, of Common Stock of the Company and shares of Series A Preferred Stock of the Company; WISP owns shares of Common Stock of the Company; F.B. owns shares, and warrants to purchase shares, of Common Stock of the Company and shares of Series B Preferred Stock of the Company; ML owns shares of Series B Preferred Stock of the Company; Libra owns shares of Common Stock of the Company and shares of Series B Preferred Stock of the Company; and Loyd's owns shares of Common Stock of the Company and shares of Series B Preferred Stock of the Company;

WHEREAS, in connection with the investment in the Notes, the parties hereto desire to enter into this Agreement setting forth certain terms regarding their ownership of Securities of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE IV
Miscellaneous Provisions

Section 4.1 Term. This Agreement shall take effect on the date of execution by each Securityholder and shall terminate (a) as to any Securityholder, at such time as such Securityholder no longer holds any Securities and (b) as to the Company, at such time as all of the Securityholders no longer hold any Securities.

Section 4.2 Remedies. (a) It is acknowledged that a breach of the provisions of this Agreement could not be compensated adequately by money damages. Accordingly, any party hereto shall be entitled, in addition to any other right or remedy available to it, to an injunction restraining such breach or threatened breach and to specific performance of any provisions of this Agreement, and in either case no bond or other security shall be required in connection therewith. If any action shall be brought in equity to enforce any of the provisions of this Agreement, none of the Company or any Securityholder shall raise the defense that there is an adequate remedy at law.

(b) Any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law or equity on such party, and the exercise of any one remedy will not preclude the exercise of any other.

Section 4.3 Severability. The parties agree that (a) the provisions of this Agreement shall be severable in the event that any of the provisions hereof is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, (b) such invalid, void or otherwise unenforceable provisions shall be automatically replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable and (c) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

Section 4.4 Governing Law; Jurisdiction. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law.

(b) Each party hereto (other than the Company) hereby irrevocably submits to the exclusive jurisdiction, and the Company submits to the non-exclusive jurisdiction, of the courts of the city of New York, State of New York in any action, suit or proceeding arising in connection with this Agreement, and agrees that any such action, suit or proceeding shall be brought only in such court (and waives any objection based on forum non conveniens or any other objection to venue therein). Service of process upon any party hereto in any action, suit or proceeding arising in connection with this Agreement may be made anywhere in the world.

Section 4.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and each Securityholder; this Agreement does not create, and shall not be construed as creating, any rights enforceable by any other Person. If any involuntary transferee acquires Securities in any manner, whether by operation of law or otherwise, such Securities shall be held subject to all of the terms of this Agreement, and by taking and holding

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

WEST INDIAN SPACE N.V.

By: 

Name: Jakob Weiss

Title: Chairman of the Executive Committee of the Board

By: 

Name: Stephen M. Wilson

Title: Vice Chairman of the Board

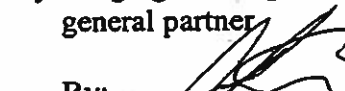
IMAGING HOLDINGS I, L.P.

By: Imaging Holdings I, LLC, its
general partner 

By: 

Jonathan Berger
President

IMAGING HOLDINGS RELATED, L.P.

By: Imaging Holdings Related, LLC, its
general partner 

By: 

Jonathan Berger
President

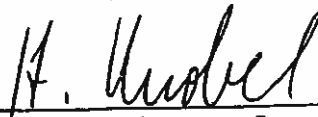
IMAGING HOLDINGS II, L.P.

By: Imaging Holdings II, LLC, its
general partner 


By: 

Jonathan Berger
President

**ISRAEL AIRCRAFT
INDUSTRIES, LTD.**

By: 
Name: ABRAHAM KNOB
Title: VICE PRESIDENT FINANCE

**CORE SOFTWARE
TECHNOLOGY, INC.**

By: 
Name: William R. Joffe
Title: CHAIRMAN & CEO

**ELECTRO OPTICS
INDUSTRIES, LTD.**

By: _____
Name:
Title:

**ISRAEL AIRCRAFT
INDUSTRIES, LTD.**

By: _____

Name:

Title:

**CORE SOFTWARE
TECHNOLOGY, INC.**

By: _____

Name:

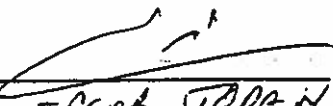
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**ELECTRO OPTICS
INDUSTRIES, LTD.**

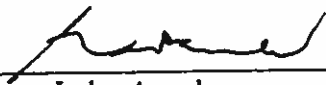
By: _____

Name:

Title:


JACOB TORAN
President & CEO

WIS PARTNERS, L.P.

By: 
Name: Judas Azuelos
Title: President

FINANCIERE BAGATELLE, S.A.

By: _____
Name:
Title:

**MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED**

By: _____
Name:
Title:

**U.S. BANCORP LIBRA, A DIVISION
OF U.S.BANCORP INVESTMENTS,
INC.**

By: _____
Name:
Title:

LOYD'S INVESTMENTS (USA) CORP.

By: _____
Name:
Title:

SIGNATURE PAGE TO SECURITYHOLDERS AGREEMENT

JUL-20-2000 13:14

THE FAIRCHILD CORPORATION

0002
703 478 5767 P.03/03

WIS PARTNERS, L.P.

By: WIS Corp., Ltd. (the General Partner)

By: Judas Azuelos, President

By: 
Natalia Hercot, Secretary

FINANCIERE BAGATELLE, S.A.

By: _____
Name: _____
Title: _____

**MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED**

By: _____
Name: _____
Title: _____

**U.S. BANCORP LIBRA, A DIVISION
OF U.S.BANCORP INVESTMENTS,
INC.**

By: _____
Name: _____
Title: _____

**LOYD'S INVEST (AEROSPACE)
LIMITED**

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO SECURITYHOLDERS AGREEMENT

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WIS PARTNERS, L.P.

By: _____
Name:
Title:

FINANCIERE BAGATELLE, S.A.

By: *Or Michel*
Name: Or Michel
Title: Chairman

MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED

By: _____
Name:
Title:

U.S. BANCORP LIBRA, A DIVISION
OF U.S. BANCORP INVESTMENTS,
INC.

By: _____
Name:
Title:

LOYD'S INVESTMENTS (USA) CORP.

By: _____
Name:
Title:

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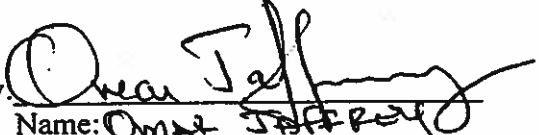
WIS PARTNERS, L.P.

By: _____
Name:
Title:

FINANCIERE BAGATELLE, S.A.

By: _____
Name:
Title:

**MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED**

By: 
Name: Omar Jaffar
Title: DIRECTOR

**U.S. BANCORP LIBRA, A DIVISION
OF U.S.BANCORP INVESTMENTS,
INC.**

By: _____
Name:
Title:

LOYD'S INVESTMENTS (USA) CORP.

By: _____
Name:
Title:

WIS PARTNERS, L.P.

By: _____
Name:
Title:

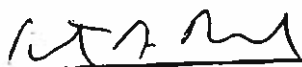
FINANCIERE BAGATELLE, S.A.

By: _____
Name:
Title:

**MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED**

By: _____
Name:
Title:

**U.S. BANCORP LIBRA, A DIVISION
OF U.S.BANCORP INVESTMENTS,
INC.**

By: 
Name: Robert G. Morrish
Title: Executive Vice President

**LOYD'S INVEST (AEROSPACE)
LIMITED**

By: _____
Name:
Title:

WIS PARTNERS, L.P.

By: _____
Name:
Title:

FINANCIERE BAGATELLE, S.A.

By: _____
Name:
Title:


**MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED**

By: _____
Name:
Title:

**U.S. BANCORP LIBRA, A DIVISION
OF U.S.BANCORP INVESTMENTS,
INC.**

By: _____
Name:
Title:

**LOYD'S INVEST (AEROSPACE)
LIMITED**

By:  Director
Name: YORAM GIVACH
Title: Director